

1 BILL NO. S-83-03-22

2 SPECIAL ORDINANCE NO. S-61-83

3 AN ORDINANCE approving a contract  
4 by the City of Fort Wayne by and  
5 through its Board of Public Works  
6 and Scheidleman Excavating, Inc.  
7 for Res. 377-80, Leo Road-Clinton  
8 Park 12" Sanitary Sewer Extension.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
10 FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract, made a part hereof, by  
12 the City of Fort Wayne by and through its Board of Public Works  
13 and Scheidleman Excavating, Inc., for Res. 377-80, Leo Road-  
14 Clinton Park 12" Sanitary Sewer Extension, is hereby ratified  
15 and affirmed and approved in all respects. The work under said  
16 Contract requires:

17 sanitary sewer extension beginning at an  
18 existing manhole on the 36" St. Joe Inter-  
19 ceptor sewer, located 65+ L.F. west and 55+  
20 L.F. south of the centerline intersection  
21 of Leo Road and Bequettes Run, in SE¼ of  
22 Sec. 7 T31N, R13E (St. Joseph Township);  
23 thence northeasterly at a distance of 230+  
24 L.F. to a point located 20+ L.F. to the east  
25 from the centerline of Leo Road; thence north-  
26 easterly and parallel to the centerline of  
27 said road at a distance of 2275+ L.F.; thence  
28 northwesterly and parallel to centerline of  
29 Clinton Park Drive at a distance of 245+  
30 L.F.; thence northeasterly and parallel to  
31 the centerline of Clinton Park Drive at a  
32 distance of 600+ L.F. terminating at a pro-  
posed manhole; said Sewer is 12" in diameter;

the Contract price is Eighty-Six Thousand One Hundred Ninety-Two  
and 93/100 Dollars (\$86,192.93).

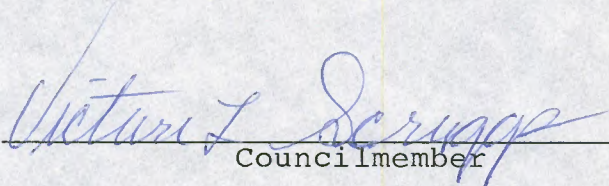
SECTION 2. Prior approval was received from Council  
with respect to this Contract on March 1, 1983. Two (2) copies  
of the Contract attached hereto are on file with the City Clerk,  
and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force

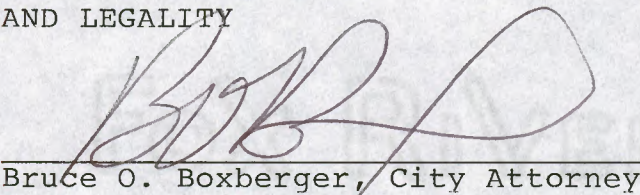


1 Page Two

2  
3 and effect from and after its passage and any and all necessary  
4 approval by the Mayor.

5  
6   
7 Councilmember

8 APPROVED AS TO FORM  
9 AND LEGALITY

10   
11 Bruce O. Boxberger, City Attorney

12 BOND  
13 25% COTTON



Read the first time in full and on motion by Scruggs, seconded by Mr. Junta, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ .M., E.S.T.

DATE: 3-8-83

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by Mr. Junta, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 3-22-83

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~)

(~~APPROPRIATION~~) ORDINANCE

(~~RESOLUTION~~) NO.

on the 22nd day of March, 19 83

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Ray A. Ebert  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of March, 19 83, at the hour of 4:00 o'clock P.M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 23rd day of March, 19 83, at the hour of 4 o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR



72-124-9  
1/5/83

CONTRACT NO. 377-1982

THIS CONTRACT made and entered into in triplicate this 5<sup>th</sup> day of January, 1983, by and between Scheidleman Excavating, Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

Leo Road-Clinton Park Drive Sanitary Sewer Extension  
Resolution No. 377-1982

Sanitary sewer extension: beginning at an existing manhole on the 36" St. Joe Interceptor sewer, located 65± L.F. west and 55± L.F. south of the centerline intersection of Leo Road and Bequettes Run, in SE¼ of Section 7 T31N, R13E (St. Joseph Township); thence northeasterly at a distance of 230± L.F. to a point located 20± L.F. to the east from the centerline of Leo Road; thence northeasterly and parallel to the centerline of said road at a distance of 2275± L.F.; thence northwesterly and parallel to centerline of Clinton Park Drive at a distance of 245± L.F.; thence northeasterly and parallel to the centerline of Clinton Park Drive at a distance of 600± L.F. terminating at a proposed manhole.

Said sewer is 12" in diameter, with all appurtenances to be installed in accordance with the plans, profiles, special provisions and specifications now on file in the Office of Board of Public Works of said City.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works.

The total cost of said sanitary sewer improvement shall be paid by funds from the Sewer Utility Fund of City Utilities of the City of Fort Wayne.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11104, Sheets 1-8 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$86,192.83. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal as follows:



12" Clay Pipe (ASTM C-700)	Twenty dollars and 60/100	20.60
12" Ductile Iron Pipe (ANSI/AWWA, C151/A21.51)	Thirty dollars and 31/100	30.31
Standard Manholes Type I-A	Nine hundred three dollars and 39/100	903.39
Standard Manholes Type I-J	Nine hundred fifty-three dollars and 88/100	953.88
Special Backfill #53 or #73	No dollars and 01/100	0.01
Special Backfill "B" Borrow	No dollars and 01/100	0.01
6" "T" or "Y" Taps	Forty-six dollars and 85/100	46.85
6" Stone Driveway Replacement	No dollars and 01/100	0.01
8" Deep Asphalt Street Replacement	Nineteen dollars and 42/100	19.42
Restoration (Lump Sum)	One thousand three hundred fifty-three dollars and 93/100	1,353.93
Alternate Bid:		
6" Tap including 6" Line to be Augured under the Road up to the Property Line	Two thousand five hundred dollars and 00/100	2,500.00

### ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

### ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.



#### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

#### ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978.

#### ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne.

#### ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 377-1982.
- B. Instructions to Bidders for Contract No. 377-1982.
- C. Contractor's Proposal Dated November 24, 1982.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11104.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).



- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Street Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.

#### ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

#### ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.2.

#### ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 90 consecutive calendar days after having been ordered by the Owner to commence work under this contract.


#### ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.



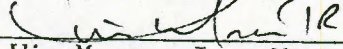
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SCHEIDLEMAN EXCAVATING, INC.

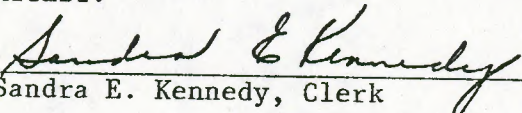
BY:   
John D. Scheidleman, President

BY: M. Carol Cicco  
Asst. Secretary


CITY OF FORT WAYNE, INDIANA

BY:   
Win Moses, Jr., Mayor


ATTEST:

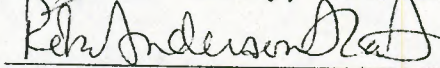
  
Sandra E. Kennedy, Clerk

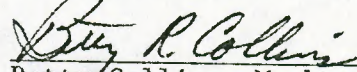
APPROVED AS TO FORM AND LEGALITY:

  
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

  
Stephen A. Bailey, Chairman

  
Roberta Anderson Staten, Member

  
Betty Collins, Member

Approved by the Common Council of the City of Fort Wayne on \_\_\_\_\_ day of \_\_\_\_\_, 1982.



KNOW ALL MEN BY THESE PRESENTS, that

SCHEIDLEMAN EXCAVATING, INC.

(Name of Contractor)

6225 Stoney Creek Drive, Fort Wayne, IN 46825

(Address of Contractor)

a Corporation hereinafter called  
(Corporation, Partnership, or Individual)

Principal, and The American Druggists' Insurance Company  
(Name of Surety)

P.O. Box 41715, Cincinnati, Ohio 45241

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of eighty-six thousand, one hundred ninety-two and 83/100 dollars (\$86,192.83) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 5 day of January, 1983, for construction of:

Leo Road-Clinton Park Drive Sanitary Sewer Extension  
Resolution No. 377-1982



all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11104 Sheets 1-8 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980 and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.



IN WITNESS WHEREOF, this instrument is executed in three (3)  
(number)

counterparts, each one of which shall be deemed an original, this 5  
day of January, 1983.

ATTEST:

M. Carol Cicero  
(Principal) Secretary (Assistant)

[SEAL]

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

[SEAL]

Pat Evans  
Witness as to Surety

2211 Woodway Dr.  
(Address)

Greenwood, In 46142

SCHEIDLEMAN EXCAVATING, INC.  
(Principal)

BY: [Signature] [S]  
John D. Scheidleman, President

819 Candlewood Way  
(Address)

Fort Wayne, Indiana 46825

\_\_\_\_\_  
Surety

AMERICAN DRUGGISTS' INSURANCE COMPANY

By [Signature]  
Attorney-in-Fact  
J. R. MORFORD  
129 East Market, Rm. 1204  
(Address)

Indianapolis, Indiana 46204

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.



PAYMENT BOND SP 8123497

KNOW ALL MEN BY THESE PRESENTS: that

SCHEIDLEMAN EXCAVATING, INC.

(Name of Contractor)

6225 Stoney Creek Drive, Fort Wayne, IN 46825

(Address of Contractor)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and The American Druggists' Insurance Company  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of eighty-six thousand, one hundred ninety-two and 83/100 Dollars (\$86,192.83) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 5 day of January 1983, for the construction of:

Leo Road-Clinton Park Drive Sanitary Sewer Extension  
Resolution NO. 377-1982

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11104, Sheets 1-8 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,



equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed three (3) counterparts, (number) each one of which shall be deemed an original, this 5 day of January, 1983.

ATTEST:

M. Carol Cicci  
(Principal) Secretary (Assistant)

[SEAL]

Witness as to Principal

(Address)

ATTEST:

(Surety) Secretary

[SEAL]

Witness as to Surety

2211 Woodward Dr.  
(Address)

Greenwood, In 46142

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

SCHEIDLEMAN EXCAVATING, INC.  
Principal

By John D. Scheidleman (S) President  
819 Candlewood Way  
(Address)

Fort Wayne, Indiana 46825

AMERICAN DRUGGISTS' INSURANCE COMPANY

Surety

By J. R. Morford  
Attorney-in-Fact  
J. R. MORFORD

129 East Market, Rm. 1204  
(Address)

Indianapolis, Indiana 46204





Bond No. SP 8123487

# AMERICAN DRUGGISTS' INSURANCE COMPANY

P.O. Box 41715, Cincinnati, Ohio 45241, Telephone 513-530-8100

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That SCHEIDLEMAN EXCAVATING, INC., 6225 Stoney Creek Drive, Ft. Wayne, Indiana  
(Here insert the name and address or legal title of the Contractor) 46825

as Principal, hereinafter called Contractor, and The American Druggists' Insurance Co., a corporation of the State of Ohio, with its home office in the City of Cincinnati, U.S.A., as Surety, hereinafter called Surety, are held and firmly bound unto

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA

(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner,  
in the amount of Eighty-Seven Thousand & XX/100

Dollars (\$ 87,000.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated December 2, 19 82,

entered into a contract with Owner for

Sanitary Sewer Construction, Leo Road, Fort Wayne, Indiana

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 2nd day of December A.D. 19 82

In the presence of:

SCHEIDLEMAN EXCAVATING, INC. (Seal)

Principal

Title

The American Druggists' Insurance Co.

By J. R. MORFORD, Attorney-in-Fact (Seal)



BILL NO. S-83-03-23

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract by the City of Fort Wayne by and  
through its Board of Public Works and Scheidleman Excavating, Inc.  
for Res. 377-80, Leo Road-Clinton Park 12" Sanitary Sewer Extension

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VICTURE L. SCRUGGS, CHAIRMAN

*Victure L. Scruggs*  
*Samuel J. Talarico*

SAMUEL J. TALARICO, VICE CHAIRMAN

DONALD J. SCHMIDT

MARK E. GIAQUINTA

*Mark E. GiaQuinta*  
*Paul M. Burns*

PAUL M. BURNS

*3-22-83*

CONCURRED IN

DATE            CHARLES W. WESTERMAN, CITY CLERK



DIGEST SHEET

S-83-03-23

TITLE OF ORDINANCE Contract for Sewer Res.377-80, Leo Road-Clinton Park 12" Sanitar

Sewer Extension.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Res. 377-80, Leo Road-Clinton Park Drive is sanitary sewer

extension beginning at an existing manhole on the 36" St. Joe Interceptor  
sewer, located 65+ L.F. west and 55+ L.F. south of the centerline intersection  
of Leo Road and Bequettes Run, in SE $\frac{1}{4}$  of Sec. 7 T31N, R13E (St. Joseph Township);  
thence northeasterly at a distance of 230+ L.F. to a point located 20+ L.F. to the  
east from the centerline of Leo Road; thence northeasterly and parallel to the  
centerline of said road at a distance of 2275+ L.F.; thence northwesterly and parallel  
to centerline of Clinton Park Drive at a distance of 245+ L.F.; thence northeasterly  
and parallel to the centerline of Clinton Park Drive at a distance of 600+ L.F.  
terminating at a proposed manhole. Said Sewer is 12" in diameter.

Contractor is Scheidleman Excavating, Inc.

PRIOR APPROVAL RECEIVED MARCH 1, 1983

EFFECT OF PASSAGE Improved sanitary conditions.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$86,192.93.

ASSIGNED TO COMMITTEE (PRESIDENT)